

GERRITSEN GROUP GENERAL TERMS AND CONDITIONS OF PURCHASE

Article 1 Definitions

In these general terms and conditions the following definitions apply:

- Offer: The Offer as issued by Supplier at the request of Gerritsen GmbH, as described in article 3 of these Terms and Conditions;
- Gerritsen GmbH: the private limited company Gerritsen GmbH, having its registered seat at 9556 Affeltrangen, Switzerland, at the address Steinacker 6;
- Order: The contract(s) for services as described in article 4 of these Terms and Conditions;
- Order Confirmation: Receipt of the document signed by Supplier in which the Order has been described by Gerritsen GmbH;
- Supplier: The contracting party Of Gerritsen GmbH to the order;
- Parties: Gerritsen GmbH and Supplier;
- Fee: The Fee for the services provided by Supplier, owed to Supplier by Gerritsen GmbH;
- Terms and Conditions: the provisions of these General Terms and Conditions of Purchase.

Article 2 Applicability

- 2.1 These Terms and Conditions apply to all Orders and are part of all agreements between Gerritsen GmbH as Customer and Suppliers, and apply to all (legal) acts of Gerritsen GmbH and Supplier in connection with such agreements.
- 2.2 The applicability of any different Terms and Conditions or provisions of Supplier is expressly rejected by Gerritsen GmbH.

Article 3 Offer

- 3.1 An Offer is defined as a written offer with respect to the Order, issued by Supplier in writing, at the request of Gerritsen GmbH or otherwise. The Offer must in any case contain a description of the following:
 - a description of the goods and/or services offered by Supplier;
 - the fee for the goods/services offered;
 - the name and registered place of business/location of Supplier.
- 3.2 Unless otherwise agreed by the Parties in writing Gerritsen GmbH shall not owe Supplier any costs in connection with the Offer issued by Supplier.
- 3.3 Unless otherwise agreed by the Parties in writing the Offer shall be irrevocable for a term of 6 weeks after the Offer has been received by Gerritsen GmbH.

Article 4 Order

- 4.1 An Order is defined as an agreement under which Supplier undertakes vis-à-vis Gerritsen GmbH to supply goods or provide services against payment of the Fee.
- 4.2 The Order shall be concluded at such time at which Gerritsen GmbH has issued the Order Confirmation.
- 4.3 In the event that the Order Confirmation is issued by Gerritsen GmbH after the term referred to in article 3.3 of these Terms and Conditions, or the Order Confirmation differs from the Offer, the Order shall be concluded in accordance with the Order Confirmation, unless Supplier objects to the Order Confirmation in writing, stating reasons, within 5 business days after the date of the Order Confirmation.

Article 5 Power of Attorney

- 5.1 The Order shall not include any mandate or power of attorney for the performance of any legal act on behalf of Gerritsen GmbH, unless otherwise agreed in the Order Confirmation in writing.
- 5.2 Powers of Attorney or mandates may be given in connection with the Order. If those are given after acceptance of the Order by Gerritsen GmbH such powers of attorney or mandates shall be valid only after they have been confirmed in writing by Gerritsen GmbH, unless otherwise agreed in writing in the Order Confirmation.

Article 6 Performance of the Order

- 6.1 Supplier shall perform the Orders in the way as may be expected from an expert professional Supplier and, in every other respect, in accordance with the reasonable expectations and interests of Gerritsen GmbH.
- 6.2 Except with the prior written consent of Gerritsen GmbH, Supplier shall not use the services of other (legal) entities or auxiliary persons during performance of the Order. When engaging third parties Supplier shall exercise due care. Irrespective of the engagement of third parties Supplier shall remain fully liable for the performance of the Order.
- 6.3 Supplier is obliged to declare all obligations resulting for Supplier from the Order, including these Terms and Conditions, applicable to all agreements concluded by Supplier with any third parties for the purpose of the Order.
- 6.4 If Supplier detects or expects any deficiencies in (the performance of) the Order, non-observance of any term or any other failure in the performance of the Order, it shall notify Gerritsen GmbH thereof in writing without delay.
- 6.5 Supplier is obliged to apply for any permits and/or exemptions that are required for the performance of the Order, at Supplier's risk and for Supplier's account.
- 6.6 Supplier shall provide any materials including tools and auxiliary materials necessary for performance of the Order. Such materials must meet the statutory (safety) regulations that apply at the time of performance of the Order.

- 6.7 Any goods and documentation made available to Supplier by Gerritsen GmbH for the purpose of preparation and performance of the Order shall remain the property of Gerritsen GmbH and may be used by Supplier only for the purpose of performance of the Order.
- 6.8 Any costs in connection with transport of goods for the purpose of performance of the Order, such as packaging, loading and unloading, shall be borne by Supplier. Supplier is obliged to take out adequate insurance against risks that may occur during transport.
- 6.9 Supplier shall be liable for damage to or loss of goods caused during loading, transport and/or unloading as well as for damage caused by improper packaging.
- 6.10 Delivery of goods shall take place subject to the "delivered duty paid" delivery condition. The goods to be provided must be accompanied by a packing list. The packing list must state the order number of Gerritsen GmbH, as well as the article number, quantity (quantities) and description(s). In case of deliveries Supplier must use a separate packing list for each Order.
- 6.11 Supplier is responsible for removal of packaging and residual materials.
- 6.12 Supplier is obliged to keep a working area made available by Gerritsen GmbH clean and tidy. If Supplier needs to access a property for the purpose of performance of the Order, Supplier is obliged to leave this property clean and tidy. In addition to that Supplier shall take appropriate measures to prevent damage to working areas and properties which Supplier needs to access for the purpose of performance of the Order.
- 6.13 Supplier is obliged to take appropriate measures in connection with the Order to prevent damage to persons, goods and the environment.

Article 7 Integrity

- 7.1 Supplier is obliged at any time to act with the integrity that is expected from Supplier.
- 7.2 Further, Supplier is obliged to act in accordance with applicable (inter)national legislation and regulations concerning integrity.
- 7.3 Upon request of Gerritsen GmbH Supplier shall immediately submit to Gerritsen GmbH a Certificate of Good Conduct issued by the municipality and personal information of the persons engaged for the purpose of performance of the Order.
- 7.4 Gerritsen GmbH shall have the right to terminate the Order at any point in time by a written notice of termination, effective immediately, without being liable for any compensation, in case of violation of articles 7.1 through 7.3 by Supplier, and in case Supplier otherwise fails to act in accordance with the integrity that may be expected from Supplier. Further, Gerritsen GmbH shall have the right to immediately terminate the Order without being liable for any costs, in case Supplier is or may become involved in any (other) way in any investigation into its integrity or its employees by or on behalf of public authorities.

Article 8 Term and termination of the Order

- 8.1 An Order may continue for a fixed or indefinite term.
- 8.2 An Order for an indefinite term will end by notice of termination. Each of the Parties has the right to terminate an Order. Unless otherwise agreed in writing termination of an Order for an indefinite term shall take place in writing subject to a 2-month term of notice.
- 8.3 An Order for a fixed term will end by expiry of the term for which the Order has been concluded or by completion of the Order.
- 8.4 Without prejudice to the provisions of the previous paragraphs of this article, either Party has the right to terminate the Order by written notice of termination, effective immediately, on account of an urgent reason, which will include a failure in the performance of its obligations under the Order by the other Party, a serious disruption of relations between the Parties and suspension of payment or bankruptcy of the other Party.
- 8.5 After termination of the Order Supplier will return to Gerritsen GmbH all documents, goods and items of Gerritsen GmbH which Supplier has in its possession. After termination of the Order Gerritsen GmbH will return to Supplier all documents, goods and items of Supplier which Gerritsen GmbH has in its possession.

Article 9 Approval of completed Order

- 9.1 An order completed by Supplier shall be deemed accepted by Gerritsen GmbH if Gerritsen GmbH has informed Supplier of its approval in writing.
- 9.2 An approval as referred to in article 9.1 does not release Supplier from any liability for any failure in services provided or goods supplied, which failure reasonably could have been known to Gerritsen GmbH at the moment of acceptance.

Article 10 Inspections

- 10.1 Gerritsen GmbH has the right to have an independent party test any services (or part thereof) provided or goods (or part thereof) supplied, on the basis of the specifications agreed between the Parties and any statutory specifications. If such test shows that services (or part thereof) provided or goods (or part thereof) supplied by Supplier do not meet the specifications that have been agreed between the Parties or any statutory specifications, the cost incurred for performance of the test shall be borne by Supplier.
- 10.2 Supplier is obliged to cooperate in the tests referred to in article 10.1. At the request of Gerritsen GmbH Supplier will make testing and measuring equipment available and provide staff support free of charge.

Article 11 Penalty

If Supplier does not perform the Order in time Supplier shall forfeit a penalty in the amount of 1 % of the Fee for each day or part of a day during which Supplier fails to perform the Order. This penalty does not prejudice the right of Gerritsen GmbH to damages.

Article 12 Fee and costs

- 12.1 If the Fee depends on the performance of the Order, the amount of the Fee or the basis for the calculation of the Fee will be specified in the Order Confirmation.
- 12.2 Changes of wages, taxes and other factors determining the cost price shall not result in any increase of the Fee. Supplier is obliged to adapt the Fee according to changes of wages, taxes and other factors determining the cost price that result in a decrease of the cost price.
- 12.3 In case the nature of the agreement concluded differs from the Order, and no further arrangements have been made about the amount of the Fee in advance, Gerritsen GmbH shall owe the Fee that has been calculated in the customary way or – failing such calculation – the amount of the Fee as determined by Gerritsen GmbH on the basis of generally accepted criteria.
- 12.4 The Fee and additional costs will be increased by the statutory value added tax due, unless otherwise agreed in writing in the Order Confirmation.

Article 13 Payment

- 13.1 Unless otherwise agreed in writing in the Order Confirmation by the Parties, all amounts in invoices shall be expressed in Swiss Francs.
- 13.2 Invoices must be sent to the invoice address stated in the Order Confirmation. The Order number must be stated in all invoices.
- 13.3 Supplier is obliged to provide to Gerritsen GmbH, upon request of Gerritsen GmbH, a specification that shows what persons, where, on what days and during how many hours per day have been used for the performance of the Order.
- 13.4 All amounts charged to Gerritsen GmbH shall be paid within 60 days of receipt of the invoice by Gerritsen GmbH, provided always that this term does not commence until after Supplier has performed the Order.
- 13.5 If the Order has not been performed in time Supplier shall be in default, without a reminder or notice of default by Gerritsen GmbH being required. In that case Gerritsen GmbH shall have the right to suspend its obligations under the Order, without prejudice to its rights pursuant to the law.
- 13.6 In the event that Gerritsen GmbH has a claim against Supplier, the amount of such claim may be deducted from the amount which Gerritsen GmbH owes to Supplier.

Article 14 Taxes and social security contributions

- 14.1 Supplier is and shall at any time be liable for its obligations pursuant to tax and social security legislation, however named.
- 14.2 Supplier is obliged to provide to Gerritsen GmbH, upon request of Gerritsen GmbH, declarations that prove that Supplier has paid value added tax, wage tax, social security contributions and/or employee insurances in connection with the performance of the Order in full and in a timely manner.
- 14.3 If Supplier has not provided the statement as referred to in article 14.2 to Gerritsen GmbH within 1 month, Gerritsen GmbH shall have the right to suspend all payments to Supplier until Supplier has provided such statement.

Article 15 Transfer of rights and obligations

- 15.1 Unless after the prior written consent of Gerritsen GmbH, Supplier shall not be permitted to transfer any rights and obligations (or part thereof) under the Order, to any third parties. Gerritsen GmbH has the right to attach conditions to its consent.
- 15.2 In the event that Supplier transfers obligations (or part thereof) under the Order to a third party, Supplier will remain liable vis-à-vis Gerritsen GmbH for performance of the Order.

Article 16 Liability and indemnification

- 16.1 Supplier is liable for any damage caused to Gerritsen GmbH and its customer(s) due to a failure in the performance of the Order or a tort of Supplier committed against Gerritsen GmbH and/or customer.
- 16.2 Supplier is obliged to take out an insurance that provides adequate cover against the consequences that any liability of Supplier, as referred to in article 16.1, may have. Supplier is obliged to provide to Gerritsen GmbH a copy of this insurance upon request of Gerritsen GmbH.
- 16.3 Unless damage has been caused by intent or gross negligence on the part of Gerritsen GmbH, Supplier shall indemnify Gerritsen GmbH from and against any claims of third parties of any kind in connection with or resulting from the Order.

Article 17 Maturity

Any claims and powers of Supplier vis-à-vis Gerritsen GmbH will lapse after expiry of one year after Supplier should reasonably have been aware of the fact on the basis of which Supplier may bring or exercise such claims and powers against Gerritsen GmbH.

Article 18 Confidentiality and secrecy

- 18.1 Supplier shall in no way provide or disclose the information provided by Gerritsen GmbH such as the substance of reports, advice or other communications of Gerritsen GmbH, written or otherwise, to any third parties, unless any (international) legal provision, regulation or other (professional) rule obliges Supplier to disclosure.
- 18.2 Gerritsen GmbH has the right to mention to its connections the name of Supplier and an outline of the services provided, unless otherwise agreed in the Order Confirmation in writing.

- 18.3 Supplier is obliged to keep secret any and all information, data and knowledge obtained from Gerritsen GmbH or its customer, of which Supplier knows or should have known the confidential nature, unless Supplier is obliged to disclose such information, data and/or knowledge pursuant to the law.
- 18.4 Supplier guarantees that its employees will comply with the same obligation of confidentiality.
- 18.5 Without the prior written consent of Gerritsen GmbH Supplier is prohibited from communicating publicly about its involvement in a project of Gerritsen GmbH or its customer, for instance during meetings (such as conventions and symposiums) or by means of brochures or publications in newspapers, (technical) magazines, professional magazines, magazines intended for a wide audience, social media or otherwise. Conditions may be attached to any consent of Gerritsen GmbH.
- 18.6 Gerritsen GmbH and Supplier shall impose their obligations resulting from this article to any third parties engaged by them.

Article 19 Intellectual property

- 19.1 Supplier is obliged to inform Gerritsen GmbH without delay of any intellectual property rights that have arisen in connection with the Order. Upon request of Gerritsen GmbH Supplier shall transfer any and all intellectual property rights arisen in connection with the order to Gerritsen GmbH free of charge.
- 19.2 Supplier is expressly prohibited from reproducing, disclosing or operating those products, including computer software, system designs, working methods, advice, models, techniques, instruments, (formats of) contracts and other such intellectual works of Gerritsen GmbH, all in the broadest sense, whether or not through any third parties, unless Supplier has obtained the prior written approval of Gerritsen GmbH. Supplier is permitted to reproduce documents for use in its own organization to the extent as appropriate for the purpose of the Order. In case of premature termination the above shall apply accordingly.

Article 20 Guarantee

- 20.1 Supplier guarantees that the goods supplied and services provided will be in accordance with the Order and applicable statutory regulations, and that they will be without defect.
- 20.2 Supplier guarantees that the performance of the Order does not infringe any intellectual property rights of third parties or is in any way unlawful vis-à-vis any third parties.
- 20.3 Supplier guarantees that no materials or processes are applied to the goods supplied and/or services provided that are deemed harmful under (inter)national law.
- 20.4 Supplier guarantees that goods supplied under the Order are not encumbered and are not subject to any attachment.
- 20.5 Unless otherwise agreed by the Parties in the Order Confirmation in writing the warranty term is 2 years. This term will commence after the Order has been performed.

Article 21 The Money Laundering and Terrorist Financing (Prevention) Act

- 21.1 By signing the Order Confirmation Supplier confirms that it is not or has not been involved in any way in money laundering and/or financing of terrorism as described in the Money Laundering and Terrorist Financing (Prevention) Act ['Wwft'].
- 21.2 During the term of the Order Supplier will refrain from any activities in violation of the 'Wwft'.
- 21.3 Supplier is obliged to make available in a timely manner any relevant information that is reasonably required for Gerritsen GmbH in order to comply with its obligations pursuant to the 'Wwft'.

Article 22 Aliens Employment Act

- 22.1 With respect to employees Supplier undertakes to comply with the following provisions to the extent as permitted under privacy legislation.
 - 22.1.1 At the request of Gerritsen GmbH Supplier will complete, sign and provide weekly timesheets to Gerritsen GmbH. The timesheets will at least state: names, addresses and social security numbers of the employees, the hours worked by such employees, the description of the Order, the Order number and the type of work.
 - 22.1.2 If requested by Gerritsen GmbH, Supplier will enable Gerritsen GmbH to verify the accuracy of the social security numbers and other information of the employees.
- Supplier guarantees:
 - 22.2 that all work assigned by Gerritsen GmbH will be carried out exclusively by its own employees;
 - 22.2.1 that those employees (to the extent as applicable) possess the diplomas, permits and such required for the work they perform;
 - 22.2.2 that all employees, to the extent that they are foreign nationals (to the extent as applicable) possess the required work permit and other documentation showing that they are allowed to reside and perform work in the Netherlands;
 - 22.2.3 Supplier shall indemnify Gerritsen GmbH from and against any penalties and/or other sanctions imposed on Gerritsen GmbH by or on behalf of the Dutch Labour Inspectorate or any other competent authority in connection with any violation, alleged or established, of the Dutch Aliens Employment Act ['Wet Arbeid Vreemdelingen'] or any legislation and/or regulations in connection with that law;
 - 22.2.4 Supplier shall also indemnify Gerritsen GmbH from and against all costs, including costs of legal assistance to be incurred by Gerritsen GmbH in connection with any penalties and/or other sanctions imposed on Gerritsen GmbH, or from any investigations instigated by or on behalf of the Labour Inspectorate or any other competent authority in connection with

- the Aliens Employment Act, to which Gerritsen GmbH is subjected on account of alleged or established violations by Supplier and/or Gerritsen GmbH;
- 22.2.5 Supplier shall ensure that Gerritsen GmbH is able to satisfy itself, for instance by means of identification of employees, that the persons engaged for the services are those listed in the weekly timesheets, are employed by Supplier and possess a work permit and such. Further, the employees must comply with the Dutch Compulsory Identification Act ['Wet op de Identificatieplicht'] (Stb.1993, 660). For that purpose Supplier shall ensure that employees will carry valid identification documents as referred to in the Dutch Compulsory Identification Act as well as any other proof.

Article 23 Applicable law and disputes

- 23.1 The Order is governed by Swiss law.
- 23.2 Any disputes between Supplier and Gerritsen GmbH, arising from or in connection with the Order, including disputes about the Fee, costs and compliance with Supplier's payment obligations vis-à-vis Gerritsen GmbH, shall be submitted in the first instance to the competent court at Gerritsen GmbH's residence.

December, 2021